

**ORIGINAL**

**2020-2022 LABOR AGREEMENT**

**between**

**CITY OF EVERETT, WASHINGTON**

**and**

**EVERETT POLICE OFFICERS ASSOCIATION**

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## **ARTICLE 1 - AGREEMENT**

### **1.1 General.**

- 1.1.1 The covenants contained herein constitute an agreement between the Everett Police Officers Association, hereinafter referred to as the ASSOCIATION, and the City of Everett, hereinafter referred to as the CITY, governing wages, hours and working conditions of employment for employees within the Association's bargaining unit.

## **ARTICLE 2 - PURPOSE**

2.1 General.

2.1.1 The purpose of this agreement is to increase the general effectiveness of the Police Department and to maintain harmonious relations between the City and members of the Association, and further, to promote the morale and protect the rights and privileges, well-being and security of the Association members. To accomplish the foregoing, the parties hereto agree to the following articles within this contract.

## **ARTICLE 3 - RECOGNITION**

3.1 Sole Bargaining Agent.

3.1.1 The City recognizes the Association as the sole bargaining agent for the purpose of establishing salaries, wages, hours and working conditions of employment for all commissioned members of the Everett Police Department up to and including the rank of sergeant, excluding the Chief of Police, appointive officers, Captains and Lieutenants.

## **ARTICLE 4 - ASSOCIATION SECURITY**

4.1 Union Shop.

4.1.1 The City recognizes that bargaining unit members of the Association may, at their discretion, become members of the Association.

4.2 New Bargaining Unit Employees.

4.2.1 The City shall provide to the Association the name, address, and telephone number of all new bargaining unit employees. As soon as practicable, but no more than thirty (30) days from the employee's start date within the bargaining unit, the City shall provide an opportunity for the Association to meet with new bargaining unit employees to discuss Association membership.



## **ARTICLE 5 - PAYROLL DEDUCTIONS**

### **5.1 General.**

- 5.1.1** Employees must provide to the Association a written, electronic, or recorded voice authorization to have the City Deduct membership dues from an employee's salary. Once employee authorization is received, the Association shall forward authorization to the City who shall each month deduct Association dues and assessments from the employee's wages. The amount so deducted shall be mailed each month to the Association.
- 5.1.2** An employee may revoke the authorization of payments to the Union by written notice to the City and Association. The City will cease the dues deduction the next scheduled pay period following the notice of revocation of authorization from the employee.
- 5.1.3** The Association agrees to indemnify, defend and hold the City harmless against any and all claims, suits, orders and judgments brought against the City as a result of any payroll deduction made on the Association's behalf. Payroll deduction errors shall be adjusted within thirty (30) days after they become known and the Association, any employee, or the City shall refund to the other any amounts paid, received, or incorrectly withheld in error.

## ARTICLE 6 - MANAGEMENT RIGHTS

### 6.1 General.

#### 6.1.1 Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights and functions of management. Without limiting the generality of the foregoing, as used herein, the term "rights of management" includes:

1. The determination of Police Department policy, including the right to manage the affairs of the Police Department.
2. The right to assign working hours to individual members including overtime.
3. The right to establish, modify or change work schedules for each individual member.
4. The right to assign shifts and work locations and revise shift schedules for each individual member.
5. The right to direct members of the Police Department, including the right to hire, promote, transfer, discipline or discharge employees.
6. The right to organize and reorganize the Police Department in any manner it chooses, including the size of the Police Department and the determination of job classifications and ranks based on duties assigned.
7. The selection, promotion, or transfer of police officers to supervisory or other managerial positions.
8. The allocation and assignment of work to officers within the Police Department.
9. The determination of policy affecting selection or training of police officers.
10. The scheduling of operations and determination of the number and duration of hours of assigned duty per week for each individual member.
11. The establishment, modification, and enforcement of Police Department rules, regulations and orders.
12. The transfer of work from one position to another within the uniform classified service of the Police Department.
13. The introduction of new, improved or different methods and techniques of operation of the Police Department or of changes in existing methods and techniques.

14. The right to determine the need for additional educational courses, training programs, on-the-job training, class training, and to assign employees to such duties for periods to be determined by the City.
15. The determination of the number of ranks and the number of employees within each rank.
16. The determination of the amount of supervision necessary.
17. The right to change any policy, procedure or practice unless specifically limited by this Agreement.

## **ARTICLE 7 - POLICY CHANGES**

7.1 Notification.

7.1.1 The City agrees that there will be no changes in policy affecting the Police Department without notifying the Association in writing. This notification is to take place at least five (5) working days prior to implementation, unless an unusual emergency exists.

## ARTICLE 8 - INTERNAL INVESTIGATIONS

### 8.1 General.

#### 8.1.1 Any Association member who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

##### 8.1.1.1 Members shall be notified, in writing, that they have become the subject of an internal investigation and of the allegations. Except that such notification may not occur when, in the opinion of the Chief of Police or designee, such notification would clearly tend to impair and/or impede a thorough, fair, and factual investigation of a particular complaint.

##### 8.1.1.2 At a reasonable time prior to any investigatory interview, and with not less than 48 hours notice, the member will be informed in writing the nature of the allegations, potential policy violations, and information the City relied upon in making the decision to conduct an investigation. This information is intended to provide the member with a summary of what was relied upon to conduct the investigation, and does not include every piece of crucial information, which may be relied upon to conduct a thorough investigation. The summary will include, at a minimum, an overview of the information received that led to the decision to begin an internal investigation. If information needs to be withheld from the summary (for investigatory purposes), an explanation of why that information was withheld shall be provided to the member and the Association in the notification.

The member shall be afforded the opportunity to consult with an Association representative. The member shall be allowed a reasonable amount of time to secure the presence of an Association representative and to have an Association representative present during the interview, so long as the delay shall not unduly obstruct the City's ability to conduct its investigation. The Association representative will not unduly interfere in the interview. These restrictions on the Association's representative's role in no way limit the Association's right to otherwise fully represent a member during the interview (which includes, asking questions or seeking clarification). During the interview, the Association representative may present information to the City at the conclusion of questioning.8.1.1.3 To the extent reasonably possible, interviews shall take place at Police Department or City facilities.

##### 8.1.1.4 The City shall make a reasonable good faith effort to conduct these interviews during the member's regularly scheduled shift or normal business hours, except for emergencies or where interviews can be conducted by telephone. Where a member is working on the night shift, the interview can be scheduled contiguously to the member's shift.

##### 8.1.1.5 The member will be required to answer all questions, except for those involving criminal conduct of the member if the member has been informed that criminal charges may be filed against him or her.

- 8.1.1.6 All interviews shall be limited in scope to activities, circumstances, events, conduct, acts or background which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the member about information which is developed during the course of the interview. All interview attendees shall remain professional, the interview shall be reasonable in length, and the employee shall be entitled to reasonable breaks.
- 8.1.1.7 If the City records the interview, a copy of the recording of the complete interview of the member shall be furnished, upon request, to the member. If the interviewed employee is subsequently disciplined and any part of any recording is transcribed by the City, the member shall be given a complimentary copy thereof. The Association shall be allowed to record the interview and will provide a copy of the recording to the City. If the Association transcribes the interview, the transcription shall be provided to the City. 8.1.1.8 Investigations shall be completed in a reasonable amount of time in light of the circumstances. After an investigation is completed, the member and the Association shall be advised of the results of the investigation and any further action to be taken on the incident and, in cases where discipline is contemplated, the member's right to a pre-disciplinary hearing prior to the imposition of final discipline.
- 8.1.2 Within a reasonable period after the conclusion of the investigation, and at least three (3) days prior to a pre-disciplinary hearing, the employee and the Association will be furnished with a complete copy of the City's investigation file, unless limited by law.
- 8.1.3 This article shall not apply to investigations of criminal conduct by the member, unless the City has informed the member that the member's statements shall not be used in any criminal proceedings.

## ARTICLE 9 - GRIEVANCES

- 9.1 Definition.
  - 9.1.1 Grievance is defined as an alleged violation, misinterpretation, misrepresentation, or misapplication of the terms of this agreement. All grievances and responses from the grievance procedure shall be put in writing, setting forth the facts, section of Agreement violated, and remedy sought.
  - 9.1.2 Time periods between grievance steps may be extended by written mutual agreement of both parties.
- 9.2 Procedure.
  - 9.2.1 An Employee who believes he/she has a grievance as defined herein, or the Association except a discipline or discharge grievance, shall present the grievance in writing within thirty (30) working days of the alleged grievance to the employee's supervisor who shall attempt to resolve it within seven (7) work days after it is presented to the supervisor. A copy of the signed grievance will also be provided to the Association. The grievance shall state the section of the agreement violated, the nature of the case as seen by the grieving party, and the remedy sought. If the grievance is not presented to the employee's supervisor within thirty (30) working days, the grievance will be deemed to have been waived. Prior to presenting the grievance to the employee's supervisor, the Association may attempt to resolve the grievance informally with the Administration.
    - 9.2.1.1 A grievance arising out of disciplinary action or discharge shall be presented by the Association or the Employee in writing directly to the Police Chief within thirty (30) working days of the alleged grievance in accordance with section 9.3.1 below. The grievance shall state the section of the agreement violated, the nature of the case as seen by the grieving party, and the remedy sought.
  - 9.2.2 Working days will be defined as those days Monday through Friday, inclusive, and will not count officially recognized holidays.
- 9.3 Responses and Time Limits.
  - 9.3.1 If either the employee or the Association is not satisfied with the supervisor's response, or the Association is unable to resolve the grievance informally with the Administration, the grievance may be presented to the Police Chief within twenty (20) working days after receipt of the supervisor's response in step 1. The Chief of Police or designee may meet with the grievant(s) and the Association concerning the grievance within seven (7) working days and shall respond to the grievance within twenty (20) working days following receipt of the grievance or the date of the meeting, whichever is later. Upon the completion of this timeframe if the issue has not been resolved, the Association shall have ten (10) working days to submit the grievance to the Mayor.

- 9.3.2 The Mayor or designee shall respond to the grievance within ten (10) working days. If the Association elects to arbitrate, the Association shall give written notice to the City of its intent to arbitrate within forty-five (45) working days of the Mayor's response.
- 9.3.3 Whenever the employer fails to respond within the time limits set forth in this section, the grievance will automatically advance to the next step. Only the signatory parties may submit grievances to arbitration.
- 9.3.4 The Everett Police Officers Association shall be the exclusive representative of any aggrieved employee. Pursuance of any and all grievances shall be determined exclusively by the Association in conjunction with the procedures established in this Agreement. Any decision by the Association to terminate the pursuance of a grievance shall be final and binding upon the aggrieved member; provided that nothing herein shall be construed so as to limit an employee's right to resolve employment issues in accordance with RCW 41.56.080.
- 9.4 Arbitration of Grievances.
- 9.4.1 The City and Association representatives will discuss the appointment of an arbitrator within ten calendar days after the notification of appeal. If they cannot agree on the arbitrator, they shall submit a request to the Federal Mediation and Conciliation Service for a listing of seven (7) professional arbiters whose principle residence is Washington or Oregon and who are members of the National Academy of Arbitrators. The City and the Association representatives will take turns striking names off the list until only one (1) person remains on the list. A coin flip shall determine whether the City representative or the Association representative will strike the first name on the list. The Arbitration Committee shall observe the timeframes provided within the Rules for Voluntary Arbitration of the American Arbitration Association. The cost of arbitration shall be borne equally by both parties, and each party shall pay its respective representatives' or attorneys' fees. The City and the Association agree that the decision of this committee shall be final and binding upon both parties.
- 9.4.2 The arbitrator shall render his/her decision solely based on the interpretation and application and provisions of this Agreement. Neither the arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
- 9.4.3 All time limits in this procedure shall be maximum, unless the parties agree to extend the time limits through mutual agreement.



## ARTICLE 10 - ASSOCIATION LEAVE

### 10.1 Association Leave Bank.

10.1.1 The City will establish and maintain an Association leave bank for the purpose of ensuring that Association officers, duly appointed representatives of the Association, or bargaining unit employees designated by the President of the Association are able to use Association leave for union business, subject to the authorization of the Association President, or his or her designee. with no loss of pay or benefits and at no cost to the City

10.1.2 The Association leave bank will be funded by each bargaining unit member donating/transferring a maximum of 4 hours of vacation time each year from their personal vacation leave banks into the Association's leave bank.

10.1.3 The City will deduct the hours in January of each year from the personal vacation leave bank of each bargaining unit member employed in January of each year.

10.1.4 If there are any hours remaining in the Association's leave bank on December 31 of any year, each bargaining unit member's contribution for the next year will be reduced proportionately in that year so that the total number of hours in the Association leave bank will not exceed 684 hours.

10.1.5 Hours in the bank will be used at the discretion of the Association Executive Board.

10.1.6 The City agrees to allow time off with pay from the Association leave bank not to exceed five (5) working days for a single function. A request for such time off must be made in writing to the Chief of Police, signed by the Association President, preferably not less than five (5) working days prior to the requested time off but not required.

### 10.2 City Leave Bank for Association Business.

10.2.1 The City will grant a reasonable amount of paid time off for Association business that will not count against the Association leave bank. The purpose of such release time must be limited to matters that directly involve the administration of the Agreement, such as labor management meetings, the processing and adjustment of grievances, preparation meetings, and negotiations regarding changes to the existing Agreement.

10.2.2 The allowable aggregate of such paid time off for the Association shall not exceed two hundred and forty (240) hours in one (1) calendar year. No unused time off shall be carried over into the following year.

10.2.3 Up to three (3) members of the Association will be released, if on duty, for all meetings between the Association and the City for the purpose of negotiating the terms of the contract. The three (3) members will not have to charge against a bank. Any additional team members, if on duty would charge against the bank. All release time must be in compliance with 10.3.1.

10.2.4 Not charged against a leave bank will be the release of Association officials for other functions at the express request of the City.

10.3 Leave Request.

10.3.1 For any release time under Article 10, a request must be made in writing to the Chief of Police, signed by the Association President, at least five (5) working days prior to the requested time off.

Such time off shall be granted if:

- A. The City is able to properly staff the employee's job duties during the time off (this includes Operations, Investigations and Services); and
- B. The wage cost to the City is no greater than the cost that would have been incurred had the Association officer not taken time off.

## ARTICLE 11- SALARY SCHEDULE

### 11.1 2020 Salary Schedule.

#### 11.1.1 Effective January 1, 2020, the 2019 monthly salary schedule for the Association shall be increased by 4.25% as follows:

Classification <u>Title</u>	Range <u>No.</u>	Third <u>Class</u>	Second <u>Class</u>	First <u>Class</u>
Police Officer	03-021	6,272	6,868	8,220
Sergeant	03-012			10,279

Salary progression intervals are twelve (12) months between steps.

### 11.2 2021 Salary Schedule.

#### 11.2.1 Effective January 1, 2021, the 2020 monthly salary schedule shall be increased by 4% as follows:2021 Schedule:

Classification <u>Title</u>	Range <u>No.</u>	Third <u>Class</u>	Second <u>Class</u>	First <u>Class</u>
Police Officer	03-021	6,523	7,143	8,549
Sergeant	03-012			10,690

### 11.3 2022 Salary Schedule.

#### 11.3.1 Effective January 1, 2022, the 2021 monthly salary schedule shall be increased by 4%as follows

Classification <u>Title</u>	Range <u>No.</u>	Third <u>Class</u>	Second <u>Class</u>	First <u>Class</u>
Police Officer	03-021	6,784	7,429	8,891
Sergeant	03-012			11,118

### 11.4 Pension Fund.

In lieu of FICA contributions, the City will continue to match contributions made by Association members into the City-sponsored Section 457 Deferred Compensation Program.

The City's monthly contribution to the deferred compensation program will be 2.5% of a First-Class Officer's pay.  
Effective January 1, 2021, the City's monthly contribution to the deferred compensation program will be 3% of a First-Class Officer's pay.

## ARTICLE 12 - LONGEVITY AND COLLEGE INCENTIVE

12.1 General.

12.1.1 The City is favorable toward the principle and approves of longevity pay and college incentive pay as part of its salary budget. Officers shall have the option of receiving either one, but not both of the following:

### LONGEVITY

After the completion of 4 years	2.0% per month additional
After the completion of 8 years	3.5% per month additional
After the completion of 12 years	5.5% per month additional
After the completion of 16 years	7.0% per month additional
After the completion of 20 years	9.0% per month additional
After the completion of 24 years	11.0% per month additional
After the completion of 28 years	13.0% per month additional

### COLLEGE INCENTIVE

45 credits (one year)	2.0% per month additional
90 credits (two years)	3.5% per month additional
135 credits (three years)	5.5% per month additional
B.A. or B.S. Degree	7.0% per month additional
Master's Degree	9.0% per month additional
Ph.D. or Doctorate	11.0% per month additional

12.1.2 College incentive pay will be based on transcripts or other reports from accredited colleges, universities or approved training schools provided by the officer. A joint committee of the Association and the City will approve the transcripts and reports and approve credits to be assigned for college incentive pay. A report of this committee shall be placed in each officer's personnel file.

12.1.3 College incentive pay may not be received during the initial twelve (12) month probationary period.

12.2 Calculation.

12.2.1 Longevity or college incentive pay will be calculated on the base pay of a First Class Police Officer and added to the base pay of those positions contained in Article 12.

## ARTICLE 13 - SPECIALTY PAY

### 13.1 Specialty Pay.

- 13.1.1 All members of the rank of Police Officer who are assigned to the special additional duties enumerated in Section 13.2 of this Agreement shall receive additional pay. This amount is to be paid along with regular pay on each regularly scheduled pay period. Those members of the rank of Sergeant or higher will not receive specialty pay.

Any member not performing full performance specialty duties due to an off-the-job illness or injury of more than thirty (30) days shall not receive the additional pay.

- 13.1.2 In order to qualify for the additional compensation enumerated in Section 13.2 of this Agreement, the officer must be trained in the specialty to the satisfaction of the Chief of Police and must maintain skill levels as determined by the Chief of Police.

- 13.1.3 Assignments and disassociation for operational reasons, to the special additional duties as enumerated in this Article, shall rest in the sole discretion of the Chief of Police. Disassociation from specialty assignments for disciplinary reasons shall be subject to the grievance procedure.

- 13.1.4 Members who are assigned to more than one (1) special additional duty shall not receive specialty pay for more than one specialty.

- 13.1.5 It is agreed that any reference to specialty pay in no way guarantees that the additional compensation set forth herein shall be integrated into the current civil service classification system.

### 13.2 Specialty Categories.

- 13.2.1 Specialty assignments to be paid 4% above the first class officers Base Monthly Wage, include:

Bomb Technicians  
Tactical Team Members  
Dive Team Members  
\*Canine Handlers  
Hostage Negotiators  
Tactical Team Coordinators  
Investigations  
Motorcycle Patrol Officers  
ACT Team Members  
Video Forensics  
Training Officer  
Range Master  
Background Investigations Officer  
School Resource Officers  
Gang Response

## Community Outreach and Enforcement Team

\*Canine maintenance compensation will be the equivalent to one-half (1/2) hour per day, work days and days off inclusive. The Association and City agree that regular assigned shifts will be shortened by one (1) hour, i.e., the current twelve (12) hour shift will be changed to an eleven (11) hour shift. The one (1) hour is for one-half (1/2) hour maintenance on that work day and one-half (1/2) hour for routine maintenance days off. Therefore, canine officer(s) shall be granted three and one-half (3 1/2) hours per week for the time it is necessary for the officer to spend to care, groom, feed, maintain, transport, etc. the dog during off-duty hours. Any such non-regular duty work in excess of the above shall require advance approval from the Police Chief or his designee.

- 13.2.2 Master Police Officer specialty assignment shall be paid as follows: 10% above first-class officer base monthly rate.
- 13.2.3 When an employee other than a Master Police Officer is assigned to perform Field Training Officer ("FTO") work, the employee shall receive the Master Police Officer premium (Article 13.2.2) for those hours the employee is assigned to such work.
- 13.3 Master Police Officer.
  - 13.3.1 The City and the Association agree to continue the Master Police Officer program and the City agrees to staff assignments in the Master Police Officer program on a one-to-two basis with the number of Sergeants within the Police Department. The City agrees to continue the certification process that is administered by the Police Chief or designee. Testing will be administered as needed to fill vacancies.3.3.2 Candidates for the Master Police Officer Program must have completed three years as a First-Class Police Officer with the Everett Police Department at the time of testing.
  - 13.3.3 An assignment list will be created ranking candidates in order of score and based upon two areas of evaluation: a written test of knowledge and an oral assessment board. Each area will be weighted equally in determining the candidate's final rank. Candidates must pass the written test with a score of seventy (70) percent or higher to continue in the testing process.
  - 13.3.4 Master Police Officers will be assigned primarily as training officers and may act as first line supervisors in the absence of a Sergeant.

## ARTICLE 14 - CLOTHING ALLOWANCE

14.1 General.

14.1.1 The Police Department will initially purchase and thereafter replace the following items of clothing:

Class B working uniforms required under regulations. Replacement(s) will be made at the request of the Officer to the City, by means of requisition to the property officer. Items that may be furnished includes helmets, hard equipment and any specialized police equipment or clothing as required by the Chief of Police.

When required, Class A dress uniforms will be furnished by the City.

14.1.2 Plainclothes officers will be reimbursed up to \$680.00 per calendar year for purchases of clothing and/or equipment necessary for the performance of the position. Reimbursement will be made only upon presentation of a receipt showing actual purchase of wearing apparel or equipment. Examples of equipment include: a flashlight, handcuff case or plainclothes holster. Final approval of equipment will be determined by the Chief of Police.

14.1.3 The City will provide contract cleaning with a local dry cleaning facility, and provide uniform cleaning for Association members. Chief of Police may set policy as to establish what is considered reasonable use.

14.1.4 Association members will be reimbursed up to \$250.00 per calendar year for purchases of uniform shoes and or duty equipment. Reimbursement will be made only upon presentation of a receipt showing actual purchase of uniform shoes.

## ARTICLE 15 - HOURS OF DUTY

### 15.1 General.

- 15.1.1 The regularly scheduled work week for all sworn personnel shall be forty two (42) hours, exclusive of overtime. This will result in eighty four (84) hour pay periods, (two weeks, 14 days).
- 15.1.2 The regularly scheduled work shift shall not be less than eight (8) hours in length nor more than twelve (12) hours in length and is to include roll call, lunch and other necessary tasks associated with the position.
- 15.1.3 The regularly scheduled work shift shall be compensated for at the current hourly rate and all work performed in the excess of the regularly scheduled shift shall be deemed as overtime and compensated for per the current contract.
- 15.1.4 The FLSA 207 (k) work period shall be twenty-four (24) days for members who work a twelve (12) hour work shift, and twenty-eight (28) days for members who work an eight (8) or ten (10) hour work shift.
- 15.1.15 Employees covered by this bargaining agreement will be paid for their meal periods. Employees are expected to take a 30-minute meal period and two 10-minute rest periods during shifts that are up to 10.5 hours long. Employees working 12-hour shifts are expected to take two 30-minute meal periods and three 10-minute rest periods during their work shift.

If a meal break or rest break is delayed or interrupted in progress, the employee should resume the break time as soon as the interruption clears. If, for any reason, the employee misses either a rest break or a meal break, or a portion thereof, the employee should notify their supervisor before the end of their shift, so that additional time off or compensation may be allowed.



## **ARTICLE 16 - OVERTIME AND CALL BACK PAY**

- 16.1 Overtime.
- 16.1.1 Time and one-half the employee's regular hourly rate shall be paid for work under the following conditions:
1. All work performed in excess of an assigned work shift.
  2. All work performed in excess of an assigned work week as set forth in Article 15.
- 16.1.2 The hourly rate for each bargaining unit member shall be determined by dividing the annual salary by the actual number of working hours for any given year.
- 16.1.3 All overtime shall be compensated for in increments of thirty (30) minutes with the major portion of thirty (30) minutes being paid as thirty (30) minutes.
- 16.2 Callbacks.
- 16.2.1 When a member has completed his/her regularly scheduled shift and is called back to perform work of any nature, he/she shall receive a guaranteed minimum of four (4) hours overtime pay.
- 16.2.2 When a member is called to work prior to his regularly scheduled starting time, and continues to work into the regular shift, this member shall be paid for the time worked at the member's overtime rate. If a member is called in any other time, she/he shall be guaranteed a minimum of four (4) hours overtime pay.
- 16.3 Court Appearances/Telephonic Hearings.
- 16.3.1 When a member is required to be at court outside his/her regular scheduled shift, he/she shall receive court duty compensation at the member's overtime rate. The member shall be guaranteed a minimum of four (4) hours overtime pay.
- 16.3.2 Any court time within one (1) hour of an employee's duty time shall be paid at the appropriate overtime rate for time worked. Periods for more than one (1) hour will be paid in accordance with the aforementioned paragraph.
- 16.3.3 Employees subpoenaed to give testimony shall be entitled to four (4) hours overtime pay unless notification of cancellation is received. Notification of cancellation must be made more than twelve (12) hours prior to the scheduled court appearance, otherwise the employee is entitled to four (4) hours overtime pay unless the cancellation occurs while the employee is on duty and is so notified. Employees are responsible for confirming court appearances no later than twelve (12) hours prior to said appearance.
- 16.3.4 Employees subpoenaed to give testimony at Department of Licensing (DOL) and/or Department of Corrections (DOC) telephonic hearings, shall be entitled to a minimum of two (2) hours overtime pay. If notification of cancellation or rescheduling is received

more than twelve (12) hours prior to the scheduled hearing, no payment will be made. If the hearing is within one hour of the employee's duty time, the employee shall be paid at the appropriate overtime rate for time worked with no two (2) hour minimum. Officers will prepare for telephonic hearings while on-duty which includes getting a copy of the police report and preparing for the upcoming hearing.

16.4 Standby Appearances.

16.4.1 Standby assignments issued by the City for reasons other than assignments connected with a court appearance shall be compensated at the rate of time and one half the members normal rate of pay with a minimum of four (4) hours.

16.5 Telephone Calls.

16.5.1 Employees who are off-duty and contacted by telephone by a Prosecutor's office for a work-related purpose, that is pre-approved by an Everett Police Supervisor, shall be compensated for actual time spent rounded up to the nearest quarter of an hour at the overtime rate for such contact. All other telephone contacts will be compensated pursuant to 16.1.3.

16.6 Current Shift On-Duty Injury/Exposure

16.6.1 An employee going to the hospital or other medical facility related to an on-duty injury or exposure that occurred during the current shift, will be compensated up to, but no more than, three hours shift extension overtime for actual time spent during the medical appointment.

In accordance with practice, all other off-duty medical appointments or examinations after work hours, on regular days off, or during any type of leave time will not be compensated pursuant to this labor agreement unless pre-approved for overtime by a supervisor,

## ARTICLE 17 - SHIFT CHANGES

### 17.1 General.

Definitions: Premium time-off is time off calculated at a rate of 1.5 times the number of hours worked by the employee (example: 8 hours worked calculated at premium time-off rate equals 12 hours off).

#### 17.1.1 Each officer of the Police Department shall have the right to change shifts with any other officer who is agreeable to the change, providing that all shift changes must be approved by each division head affected and that the best interests of the Police Department and, thereby, the best interests of the citizens of Everett must be ensured. This is subject to approval of the Chief of Police or his/her designee.

#### 17.1.2 All personnel assigned to regular shifts will be given five (5) days written notice before his/her regular shift is changed except in an emergency, as determined by the Police Chief or his/her designee. This means a transfer from one unit to another or to a different starting time that is intended to be long term or regular. Examples: Transfer from day patrol to night patrol; from investigations to patrol; starting time from 0600 to 0900. The above five (5) day written notice does not apply to schools, training, or temporary duty assignments. Changes in hours of duty and work schedule will not be made for the purpose of avoiding premium or overtime pay. This applies to changes of the schedule to avoid overtime for court attendance outside scheduled work hours, impromptu meetings and other situations that occur on a random and irregular basis. An employee has the option to waive his or her 5-day notice.

### 17.1.3 Schools and Training.

The City may assign employees to detached service status for all schools and training which will require more than two days attendance. In the event detached service status is required, the City may alter the regular work schedule to maintain the employee's hours within the work period or the one immediately following.

There are different criteria for scheduling training time dependent upon the length of the training: One method is used for training that occurs during two (2) calendar days or less. The other method is used for training that is more than two days in length.

Schedule adjustments are to be for full shifts except that partial shift adjustments are to be completed to allow night shift officers time off the night before a training day or at mutual agreement between the department and the officer. For purposes of this Article, mutual agreement means that both the employee and the supervisor/manager agree to the terms of the Detached Service Agreement, which may include time off at the premium rate in lieu of overtime.

**Two days or less:** The amount of time for training that occurs on an employee's day off or outside of an employee's normal scheduled work hours shall be paid as overtime, unless the employee and supervisor/manager mutually agree to use the time to schedule time off from the regular schedule. Overtime or scheduled time off is calculated at the premium rate (time and 1/2). If the employee and the supervisor/manager opt to schedule

time off, the time off must be scheduled during the current work period or the one immediately following. After scheduling time off, the employee shall have the option of either taking any hours remaining that are less than a full shift as time off or have the time converted back to straight time by dividing by 1.5 and then having it paid as overtime.

**More than two days:** The amount of time for training is calculated at an hour for hour rate while making the proper scheduling adjustment to maintain the same amount of work hours within the 24 or 28 day work period.

The affected employee and his/her supervisor/manager shall agree on an adjustment within the current work period, or the one immediately following that maintains the same amount of regularly scheduled hours in the pay period. These schedule adjustments may be affected by minimum staffing requirements. After making any adjustment(s), hours that are remaining that are less than a full shift and more than the work period will be calculated at the premium rate and taken as time off.

#### 17.1.4

##### Temporary Duty.

The City may assign employees to detached service status for all temporary duty assignments. All temporary duty assignments must be printed on the twenty-eight (28) day work schedule in which the event occurs, except in an emergency or unanticipated event as determined by the Police Chief or his/her designee. If the temporary duty assignment is not printed on the applicable work schedule then detached service status will not apply and all work performed in excess of the regularly scheduled shift shall be deemed as overtime and compensated as per Article 16.

The department may assign employees to temporary duty assignments away from their regular assignment. These temporary assignments are significant events that do not occur on a regular basis and are generally considered non-routine type assignments. Assignment to temporary duty (detached service) is intended when the event is known and planned for and printed on the work schedule in which the event is taking place. A schedule change for a known and planned event cannot occur within the current work schedule unless it's an exception as described below. These events are noted on the work schedule.

Exception: In an emergency that requires immediate deployment of resources to adequately handle the situation, or in the case of an unanticipated event that also requires deployment of resources on short notice. The Association Executive Board will be notified when the department is considering or makes a change involving an event under this exception scenario.

Examples of temporary duty assignment: (not all-inclusive):

- A patrol officer required being in attendance every day at a lengthy trial and not able to work his regular shift.
- Short term emphasis patrol or investigation. (Serial arsonist, rapist, burglar, etc.).
- Short term assignment to a task force.
- Short term assignment to a security detail.

- Festivals, parades, or other significant event.
- Short term assignment to be an evaluator, instructor, etc.

Keys:

- Known and planned events must be noted on the work schedule that it occurs.
- Must be a significant event.
- Emergencies and unanticipated events can occur in the current work schedule.

For the Fourth of July holiday, schedules may be adjusted for all employees on a regularly scheduled work day as long as it is published in advance on the 28-day printed work schedule. If an employee not assigned to Operations is required to work on the Fourth of July and it falls on that employee's regularly scheduled day off, then such work shall be deemed as overtime and compensated as per Article 16. If an employee not assigned to Operations is required to work on the Fourth of July, and it falls on that employee's regularly scheduled work day, the employee is required to adjust his/her schedule, it must be published in advance on the 28-day printed work schedule or such work shall be deemed as overtime and compensated as per Article 16.

17.1.5

**Summary of issues involving this article and scheduling:**

Schedule adjustments are to be made to keep the workweek as consecutive days and days off to also be consecutive days unless requested otherwise by the employee.

Schedule adjustments need to be published on future work schedules if the event is known prior to the publishing date. The department cannot force schedule adjustments for required training sessions of two days or less, unless it is to allow a night shift officer time off the night before the training. The employee and supervisor/manager can mutually agree to a schedule change to attend training sessions of two days or less. The employee and the scheduler must mutually agree to this and to the resulting day off. It is adjusted at the premium rate to keep the total work hours within the work period constant. For purposes of this Article, mutual agreement means that both the employee and the supervisor/manager agree to the terms of the Detached Service Agreement, which may include time off at the premium rate in lieu of overtime.

ACT, Narcotics, Vice, Gambling, CIU, Gang Response Unit have additional flexibility of scheduling. Due to the nature of the assignment, starting times and workdays can change within the current schedule within reason. Schedules should not be changed for attendance at non-routine impromptu meetings but only for necessity of work.

Due to the need to fill-in for a sergeant, a MPO may have his/her starting time adjusted up to one (1) hour.

## **ARTICLE 18 - WORK IN HIGHER CLASSIFICATION**

- 18.1 Temporary assignment.
- 18.1.1 Except as provided in 18.1.3, any member of the Department who is temporarily assigned by the Chief of Police or a designated departmental officer to accept the full duty and responsibility of a rank higher than his/her current regular classification shall be paid at the rate of the higher rank in his/her temporary assignment until returned to work in his/her regular classification.
- 18.1.2 Master Police Officers may act in supervisory positions if such assignment can be made without causing the number of patrol officers in the field to fall below minimum crew levels. A Master Police Officer may act in such capacity for three (3) consecutive work days with no extra compensation.
- 18.1.3 A Sergeant who is temporarily assigned to perform work outside the bargaining unit will receive 10% of the employee's base salary as out of class pay. The Sergeant will continue to receive all other wages, benefits, and rights set forth in this collective bargaining agreement.

## ARTICLE 19 - MINIMUM CREW

19.1 General.

19.1.1 The City and the Association agree that for reasons of safety, the minimum number of patrol officers actually in the field on any given patrol shift shall be as follows:

Day Shift: Twelve (12) officers

Night Shift: Thirteen (13) officers

If, because of illness or other reasons, the established minimum of the assigned officers are not actually out in the field, the Chief of Police or his designee shall call in enough off-duty officers to bring the strength up to the required number of officers.

19.1.2 Not included in the established minimum staffing are the following categories of the Police Department Patrol Division.

- A. Foot patrol officers
- B. Pedacycle patrol officers
- C. Uniformed Special Operations personnel

19.1.3 Supervisor minimums are defined as follows:

Day Shift: Three (3) supervisors

Night Shift: Three (3) supervisors

If, because of illness or other reasons, the established minimum of the assigned supervisors is not actually out in the field, the Chief of Police or his designee shall call in enough off-duty supervisors to bring the strength up to the required number of supervisors. If, the assignment of an acting supervisory position can be made without effecting the aforementioned patrol minimum crew, this acting supervisory appointment can be made at the direction of the Chief of Police or his designee.

## ARTICLE 20 - HOLIDAYS

20.1 Holidays.

20.1.1 The following days are designated as holidays:

New Year's Day – January 1 \*  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day – July 4 \*  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas – December 25 \*  
Two Floating Holidays

\* All other holidays except the floating holidays shall be observed pursuant to the City of Everett's annual published holiday schedule.

20.2 Paid Time Off.

20.2.1 In lieu of holiday time off, the City shall bank (provide each employee with) 120 hours of paid time off on the first of each year to be used or paid during that year.

A. For employees hired after January 1<sup>st</sup> in a given year, the City may prorate the hours to be banked and shall bank (provide) the number of hours of pay calculated by multiplying the number of designated holidays remaining to be celebrated in that year by 12 hours (e.g., for an employee hired on March 1<sup>st</sup>, 84 hours calculated by multiplying the number of holidays remaining to be celebrated in that year - 7 by 12 hours).

20.2.2 Each employee shall have the option of: (a) requesting to use any or all of the hours in the bank to take time off, and/or, (b) requesting payment for any or all of the hours in the bank.

A. In the event an employee requests to use the bank to take paid time off, the City shall attempt to grant such paid time off but such request may be denied where there are operational reasons for such denial. The paid time off shall be calculated using the employee's regular rate.

B. No time off can be scheduled or used during the month of December of the year in which it was banked. In the event an employee has time left in his/her paid time off bank after December 1 of the year in which it was banked, the employee shall be cashed out for the hours remaining in the bank at his/her regular rate (salary and longevity or education) in the pay period in which the December 25th holiday occurs.



- 20.2.3 Any member who is scheduled to work on a designated holiday and does not work the designated holiday due to any absence other than on-the-job injury, vacation or compensatory time off, shall have the sum of 12 hours deducted from his/her paid time off bank. Anyone who retires or separates from service and has used banked hours in excess of that number of banked hours which occurred prior to separation, shall have those hours equal to the excess used deducted from the employee's separation check.
- 20.2.4 In addition to the foregoing, the two floating holidays will be available to be taken as paid time off in the year they are accrued, subject to City concurrence.

## ARTICLE 21 - VACATIONS

21.1 General.

21.1.1 Vacations shall be considered as regular employment. An annual vacation is of benefit to both employees and the City and all employees should be required to take an annual vacation.

21.1.2 All officers shall accrue vacation credit for each month of continuous service as shown below:

### VACATION CREDIT ACCRUED

<u>CONTINUOUS SERVICE FROM OFFICER ANNIVERSARY DATE</u>	<u>Number of Work Hours</u>		<u>Hours Per Pay Period</u>
	<u>Per Month</u>	<u>Per Year</u>	
1st Year	10.000	120	4.615
2nd Year	10.667	128	4.923
3rd and 4th Years	11.333	136	5.231
5th Year	12.000	144	5.538
6th and 7th Years	12.667	152	5.846
8th and 9th Years	13.333	160	6.154
10th through 14th Years	14.000	168	6.462
15th through 19th Years	15.333	184	7.077
20th through 24th Years	16.667	200	7.692
25th year and beyond	18.667	224	8.615

21.1.3 No vacation accrual will be allowed in excess of two (2) full year's earned vacation. For purposes of this section, vacation accrual will be reported on a regular basis to the employee. Under special circumstances, the Mayor in writing may authorize accumulation of longer leave. Time not taken which causes accrual beyond two (2) full years earned vacation will be lost to the employee.

21.1.4 Employees will be granted pay in lieu of vacation at such time as they are separated from City employment.

21.1.5 Upon execution of the labor agreement, a lateral hire who has had continuous commissioned police officer service as recognized by the Washington Criminal Justice Training Commission will have his/her vacation accrual calculated upon his/her years of continuous police officer service. The employee needs to provide the City with proof of the years of continuous service as a commissioned police officer. Lapse of continuous service over 4 weeks will not be considered continuous service. Upon approval by Human Resources, the officer will begin accruing the appropriate level of vacation beginning the next pay period.

21.2 Patrol Vacation Bids

- 21.2.1 In order to help manage scheduling, officers assigned to Patrol will submit a vacation request form to their chain of command requesting vacation days for the upcoming year. Officers will submit three (3) blocks of dates, ranked in order of preference (with the first block of dates being the officer's first choice for vacation dates). Each block will be for no more than two (2) sets in length (or sixty (60) consecutive hours).
- 21.2.2 Vacation bid time will be approved as long as the request does not drop staffing below the identified administrative minimum staffing, which is two (2) persons above the contractual minimum, with preference given to seniority. Seniority for vacation bids are based on the officer's swearing-in date. Administration may cancel an employee's training to accommodate a vacation bid. This will occur no more than one time per employee per year.
- 21.2.3 The vacation bid process shall be completed (employees notified of bid outcome) by October 15th of the preceding year. EPD shall place training dates (but not adjusted time off, unless needed by night shift officers the evening prior to the training) for PSR, SWAT, K-9, Marine Operations, Supervisor Training, Bomb, and SOG/ALERT onto the schedule prior to the vacation bids. Vacation bids not received by the deadline will not be considered as part of the vacation bid process. After the bids are finalized, adjusted time off for training is entered. Exceptions to the vacation bid process may be granted on a case-by-case basis by the Deputy Chief of Operations.
- 21.2.4 No specialty unit training will be conducted in the last two (2) weeks of December, or the first week of January.
- 21.2.5 Some specialty units like SWAT and SOG/ALERT are multi-agency teams which require coordination with other agencies to determine training dates for the following year. If this presents a delay in the vacation bid process, the City will notify the Association and a discussion will occur to determine what adjustments can be made.

## **ARTICLE 22 - COMPENSATORY TIME**

22.1 Accrual.

22.1.1 An employee, subject to the approval of the Chief of Police or designee, may receive compensatory time in lieu of overtime pay at the rate of one and one-half (1.5) hours for each hour worked. The maximum accumulation of compensatory time is eighty (80) hours. Any time earned above the maximum compensatory time accrual will be paid as overtime.

22.2 Cash out.

22.2.1 During the first pay period of June of each year, employees may cash out all or part of their accumulated compensatory time. During the first pay period of December of each year, the employer shall cash out all of the employee's accumulated compensatory time.

## ARTICLE 23 - SICK LEAVE

### 23.1 Sick Leave Accrual

23.1.1 All full-time employees, shall receive sick leave benefits in accordance with the following

23.1.2 Upon employment, employees shall accrue six (6) hours of sick leave per pay period. One hour for every forty hours worked will be designated as Washington Paid Sick Leave (WAPSL). Upon completion of the probationary period, a new hire shall be credited with an additional 280 hours of sick leave. The maximum accrual of sick leave shall be 1040 hours and the maximum of accrual of WAPSL shall be 40 hours at year end. Any hours above forty (40) in the WAPSL bank at year end shall be transferred to the employee's sick leave bank up to the maximum sick leave bank threshold.

### 23.2 Sick Leave Use.

23.2.1 Employees may use regular sick leave for the following reasons:

- A. personal illness or physical incapacity ;
- B. forced quarantine of the member;
- C. medical, dental, or ocular appointments with advanced supervisory approval.
- D. to care for a child, under the age of 18 or an adult child incapable of self-care with a health condition requiring treatment or supervision including preventative care.

### 23.3 Washington Paid Sick Leave Use.

23.3.1 Employees shall be allowed to use WAPSL leave in accordance with RCW 49.46.210 and WAC 296-128-600 through 296-128-770

### 24.1 Other Usage of Sick Leave:

24.1.1 Employees shall also be allowed to use sick leave for FMLA or to offset L&I benefits or Washington Paid Family Medical Leave in accordance with City Policy and State and Federal Law.

### 25.1 Notification

25.1.1 When requesting sick leave, employees must notify their supervisor of the need for leave as soon as the need is foreseeable. Employees must provide enough information to determine which bank the sick leave is to be taken, the employee is not required to disclose the specific nature of the medical condition.

### 26.1 Sick Leave Incentive

- 26.1.1 Employees shall be allowed upon retirement or death to receive in cash an amount equal to fifty percent (50%) of the value of their then existing sick leave accrual balances up to a maximum of 520 hours.
- 26.1.2 For the purposes of this section, retirement shall mean: (a) a separation of employment after 20 years of service under LEOFF, or (b) a separation of employment after reaching age 53 with five years of credited service under the LEOFF system, or (c) separation after becoming totally incapacitated for continued employment with a LEOFF covered employer.

## **ARTICLE 24 - FUNERAL LEAVE**

24.1 Leave.

24.1.1 When death occurs among members of an employee's immediate family, the employee, upon request to the Chief of Police or designee, will be granted time off to assist with funeral arrangements as necessary, and to attend the funeral. The employee will be compensated at his/her normal salary for the hours lost from his/her regular schedule, before, during, and/or after the funeral, with the maximum of four (4) days allowance. This time off shall not be deducted from accumulated sick leave, vacation, or other earned time off.

24.1.2 "Members of an employee's immediate family" shall include spouse, domestic partner and children, to include stepchildren, children of a domestic partner; parents, step parents, and siblings of the employee or spouse or domestic partner; grandparents or step grandparents of the employee or spouse or domestic partner; or grandchildren.

24.1.3 Domestic partner is defined for purposes of this article as the criteria outlined by the City's Domestic Partner Resolution or the State Registry. Proof of criteria may be requested.

## **ARTICLE 25 - INSURANCE BENEFITS**

### **25.1 General.**

25.1.1 The City agrees to provide insurance benefits for officers and their dependents as described in the following sections.

### **25.2 Employee and Dependent Medical.**

25.2.1 The City agrees to offer medical coverage for all officers and their eligible dependents. Employees shall have the option of participating in the Kaiser HMO Plan or one of the City's self-insured medical plans. Employees that elect the Kaiser HMO Plan or the City's traditional PPO Plan, shall pay ten percent of the monthly premium. Employees that elect the City's Consumer Driven Healthcare Plan (CDHP), shall pay five percent of the monthly premium.

25.2.2 Employees that elect the CDHP will receive a City paid contribution to an HRA VEBA in the amount of \$1,800 for an individual or \$3,600 for a family. (In 2020, the contributions will be made in January, following years contribution will be provided monthly). In addition, employees and their spouses that take a whole health exam at the VERA Clinic will receive an additional VEBA contribution in the amount of \$200 each. Changes in coverage during the year may result in a pro-rated VEBA contribution.

### **25.3 Dental Insurance.**

25.3.1 The City agrees to provide dental insurance through Dental Service of Washington for all officers and their dependents. The City shall pay the premium cost of the coverage.

### **25.4 Vision Insurance.**

25.4.1 The City agrees to provide vision coverage that is acceptable to the City for all employees and their legal dependents. The City shall pay the premium cost of the coverage.

### **25.5 Disability and Life Insurance.**

25.5.1 The City agrees to sponsor and administer a disability insurance program through the insurance company of the Association's choice for all LEOFF II members. Premiums for this coverage will be the responsibility of LEOFF II officers with the requirement that all LEOFF II officers participate.

25.5.2 In conjunction with the disability insurance program, all officers of the City agree to purchase a \$10,000 life insurance policy through Standard Insurance Company.

25.5.3 It will be the responsibility of the Association to register all present and new members of the bargaining unit in these programs. Any dividends or financial returns from either of these programs will be forwarded to the Association.



25.6 Paid Family Medical Leave Insurance Program (WPFML)

25.6.1 The City has chosen and been approved to conduct a voluntary WPFML program for year 2020 and will not deduct premiums from the employee for this program. The City reserves the right to move to the State plan in 2021 and start taking employee's share of the WPFML premium as established in RCW. If the City changes to the State WPFML plan, the City agrees to negotiate the decision and impacts of any change.

## **ARTICLE 26 - DEFENSE AND INDEMNIFICATION**

26.1 General.

26.1.1 The City shall provide legal defense and pay valid judgments and claims against officers arising out of or incident to conduct occurring while the officer was performing official duties within the scope of his/her City employment.

## **ARTICLE 27 - VACANCIES AND PROMOTIONS**

27.1 Application of Civil Service rules.

27.1.1 The City agrees that Civil Service rules and regulations will be used in filling vacancies in the classified service covered by this bargaining agreement. If this vacancy is not filled after thirty (30) days, the City agrees to notify the Association within five (5) days of the cause and the City's intent relative to that position.

27.2 Eligibility Lists.

27.2.1 Eligibility lists for promotions within the bargaining unit shall be established for a maximum duration of two (2) years. The duration of the list shall be established by the Civil Service Commission prior to the announcement of the examination.

27.3 Probationary Periods.

27.3.1 Employees shall be disciplined only for just cause, provided that employees during their probationary period upon hire may be discharged at will. Employees serving a promotional probationary period may be reverted back to their prior classification at the City's discretion.

27.3.2 A probationary period shall be extended for the number of work days equal to the number of work days an employee was absent in excess of ten (10) work days during the probationary period.

## **ARTICLE 28 - SENIORITY LIST AND ANNIVERSARY DATE**

28.1 General.

28.1.1 The City shall keep an up-to-date seniority roster, copies of the same to be distributed to all Divisions. Any objections to the seniority list as posted shall be reported by the Association to the City. The anniversary date shall be the date of the appointment. If an Officer is promoted, the promotion date becomes the anniversary date. For purposes of determining seniority in rank, the promotion date shall apply.

28.1.2 The City shall maintain the employees swearing-in date for each officer in the City's financial system and provide a report to the Association when requested.

## **ARTICLE 29 - LAYOFF**

29.1 General.

29.1.1 In the event of a layoff by the City, the employees in the lowest rank will be laid off in the inverse order of their seniority. In the event of a vacancy in the department, an employee who has been laid off two (2) years or less will have the first opportunity to fill said vacancy or vacancies in the order of their seniority in that position, provided that the person meets LEOFF medical requirements and passes an entry level polygraph covering the period of separation to the time of rehire. The City will notify such former employee by certified mail at the last address maintained in the personnel file of the employee. Failure to respond to such certified notice within ten (10) days of the postmark shall constitute rejection of the position.

29.1.2 In the event of a reduction in the number of supervisory positions, the City may demote temporarily the person or persons with the least amount of seniority in that classification. The person demoted will maintain rights to the position held.

29.1.3 In the event of layoff, reduction shall be in the reverse order of hiring and promotion.

## **ARTICLE 30 - SEVERABILITY**

30.1 Savings Clause.

30.1.1 If any provision of the Agreement should be rendered or declared invalid by any court action or by any reason of any subsequent legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

30.1.2 Upon invalidation of any article or provision of this contract, either party may require the other to enter into collective bargaining over the effects of such judicial or legislative determination.

## ARTICLE 31 - DURATION

31.1 General.

31.1.1 This Agreement shall be effective as of the first day of January, 2020, and shall remain in full force and effect through the last day of December, 2022. Any one (1) Article may be opened if mutually agreed to by both parties. If agreement is not reached within thirty (30) days, the said Article or Articles will remain in force as written. It is further provided that by mutual agreement this contract may be modified or clarified at any time.

31.1.2 In witness whereof, the parties hereto have set their hands on the 3rd day of January, 2020.

CITY OF EVERETT

  
CASSIE FRANKLIN, Mayor

EVERETT POLICE OFFICERS  
ASSOCIATION

  
JAMES COLLIER, President

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

Office of the City Attorney  
APPROVED AS TO FORM  
David C. Hall, City Attorney

CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING**

**Take-Home Cars**

WHEREAS, the City of Everett (City) and the Everett Police Officers Association (EPOA) have been and are signatory to a January 1, 2020 through December 31, 2022 collective bargaining agreement (CBA) setting forth the wages, hours, and other terms and condition of employment for members of the bargaining unit represented by the EPOA; and

WHEREAS, the EPOA has expressed their interest in a take-home car program for patrol officers and master police officers assigned to Operations; and

WHEREAS, the City and the EPOA agree that having a take-home car program would be a benefit to the officers as well as the City in its effort to attract quality police officer applicants; it is therefore

AGREED BY AND BETWEEN THE CITY AND THE EPOA, in consideration of the mutual promises contained herein and other good and valuable consideration, that:

1. Officers and master police officers assigned to the Operations Division, to include the Youth Services Unit shall be allowed to use his or her assigned, nonpersonal use vehicle for commuting to and from work beginning January 1, 2020.
2. Officers, master police officers and school resource officers shall only be allowed to commute to and from work on his or her regularly assigned consecutive work days, not to include off-duty or overtime details.
3. Unless mutually agreed upon prior, the provisions of paragraphs 1 and 2 above shall sunset and shall no longer be in effect as of 11 :59 pm on December 30, 2020.
4. Any dispute and/or difference as to the meaning and/or interpretation of any portion of this Memorandum of Understanding shall be resolved through the grievance-arbitration provisions of the CBA.

IN WITNESS WHEREOF, we have signed this MOU on the date set forth below.

City of Everett

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Office of the City Attorney  
APPROVED AS TO FORM  
David C. Hall, City Attorney

ATTEST:

City Clerk